2.3.2 **Government Subscriber Assistance Programs**. When a NYNEX subscriber who is eligible for a Government Subscriber Assistance Program chooses to obtain Local Resale from MCIm, the information regarding the subscriber's eligibility to participate in such program, if currently participating, will be contained in the subscriber's CSR which may be obtained by MCIm through the pre-order functionality of the GUI or the EIF interface. NYNEX will provide MCIm information about the certification process for the provisioning of Government Subscriber Assistance Programs. NYNEX will be entitled to any subsidy associated with the provision of Government Subscriber Assistance Programs, through resale, to a subscriber of MCIm.

2.3.3 **[INTENTIONALLY LEFT BLANK]**

2.3.4 **Grandfathered Services.** NYNEX shall offer for resale by MCIm all grandfathered services. MCIm may resell grandfathered services only to those subscribers currently purchasing the Grandfathered Service at their current location. For purposes of this Agreement, a grandfathered service is a service that NYNEX offers to existing retail subscribers but not to new subscribers. MCIm shall have the right to review any NYNEX request for the termination of service and/or its grandfathering filed with the Commission through the normal regulatory process.

2.3.5 **N11 Service**

2.3.5.1 NYNEX agrees not to offer any new retail N11 service after the Effective Date of this Agreement unless NYNEX makes such service available for resale.

2.3.5.2 MCIm shall have the right to resell any retail N11 service. NYNEX will provide MCIm unbranded N11 services no later than March 1, 1997 and rebranded N11 services no later than June 1, 1997, with the exception of 211 service which shall be unbranded. Costs for rebranding of services to MCIm brand will be recovered via a NYNEX charge.

2.3.6 **Contract Service Arrangements, Special Arrangements, and Promotions.** NYNEX shall offer for resale all of its services available to any retail subscriber, including, but not limited to, Contract Service Arrangements, Special Arrangements, and Promotions, all in accordance with FCC Rules and Regulations.

2.3.7 **Discount Plans and Services.** NYNEX shall offer for resale all Discount Plans and Services in accordance with FCC Rules and Regulations.

2.3.8 **Inside Wire Maintenance Service**. NYNEX shall offer for resale, within its service territory in New York State, its inside wire maintenance service.

2.3.9 **Public Telephone Services**. MCIm may purchase PASL or PAL service as described in NYNEX's retail tariffs. NYNEX shall provide PASL and PAL services at parity to which NYNEX provides such services to itself or its pay phone Affiliates. The wholesale discount set forth in Attachment I shall apply to all PASL or PAL services purchased by MCIm as a Telecommunications Carrier for resale to unaffiliated pay phone providers. The wholesale discount shall also apply to PASL or PAL service purchased by MCIm for resale to its own pay phone Affiliate, provided that: (i) MCIm is reselling such services to pay phone providers generally; and (ii) MCIm resells such services to its own Affiliate on a nondiscriminatory basis. In all other instances, retail tariffed rates, without application of any wholesale discount, shall apply to PASL or PAL service purchased by MCIm.

2.3.10 **Voice Mail Service**

2.3.10.1 MCIm shall have the right to resell NYNEX voice mail services within NYNEX's service territory in New York State only.

2.3.10.2 NYNEX shall make available the SMDI-E where available, or SMDI, where SMDI-E is not available, feature capability allowing for voice mail services. NYNEX shall make available the MWI stutter dialtone and message waiting light feature capabilities. NYNEX shall make available CF-B/DA, CF/B, and CF/DA feature capabilities allowing for voice mail services.

2.3.11 **Hospitality Service**

2.3.11.1 MCIm may purchase all blocking, screening, and all other applicable functions available for hospitality lines subject to availability.

2.3.12 **TLN Calling Cards.** Effective with the close of a billing cycle or within twenty-four hours after MCIm has notified NYNEX that it has replaced the subscriber's calling card, whichever is earlier, NYNEX will terminate its existing telephone line number-based calling cards and

remove any NYNEX-assigned Telephone Line Calling Card Number (including area code) from the LIDB. MCIm may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIm shall have the right to enter such TLN in LIDB for calling card validation purposes. NYNEX will direct-bill each subscriber on the subscriber's final bill. NYNEX will coordinate the disconnection of subscriber's calling card with MCIm to ensure that there is no time that a subscriber is without a calling card. In order to determine exchange rates and for rates and billing purposes, NYNEX will provide MCIm access to the system file linking the address to the central office.

Section 3 **[INTENTIONALLY LEFT BLANK]**

Section 4 **Service Functions**

4.1 MCIm may obtain the information MCIm will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services, including, but not limited to, handicapped individuals, and certain governmental bodies and public institutions, by purchasing the CSR of existing NYNEX customers. NYNEX will not be responsible for maintaining MCIm subscriber information.

4.2 NYNEX shall provide MCIm with appropriate notification of all area transfers with line level detail one hundred twenty (120) days before service transfer, and NYNEX will also notify MCIm within one hundred twenty (120) days before such change of any LATA boundary changes.

4.3 NYNEX will work cooperatively with MCIm in connection with the practices and procedures regarding the handling of law enforcement and service annoyance calls.

Section 5 **Availability of Services for Resale by NYNEX**

5.1 MCIm shall make available MCIm's Telecommunications Services for resale at retail rates to NYNEX in accordance with Section 251(b)(1) of the Act.

ATTACHMENT III

NETWORK ELEMENTS

ATTACHMENT III
NETWORK ELEMENTS

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ATTACHMENT III

NETWORK ELEMENTS

Section 1 **Introduction.** NYNEX shall provide Network Elements in accordance with this Agreement and appropriate State and Federal Rules and Regulations. The price for each Network Element is set forth in Attachment I. Except as otherwise set forth in this Attachment III, MCIm may order Network Elements as of the date set forth in Annex 1 attached hereto.

Section 2 **Unbundled Network Elements**

2.1 NYNEX shall offer Network Elements to MCIm on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

2.2 NYNEX shall permit MCIm to connect MCIm's facilities or facilities provided to MCIm by third parties with each of NYNEX's Network Elements at any point requested by MCIm that is technically feasible. If MCIm's facilities are terminated on NYNEX's premises, it will be effected through collocation pursuant to Attachment V of this Agreement and the relevant tariffs and license agreements.

2.3 MCIm may use one or more of NYNEX's Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is capable of providing.

2.3.1 MCIm may, at its option, request any technically feasible method of access to unbundled elements, including access methods currently or previously in use.

2.4 NYNEX shall offer each Network Element individually or as technically feasible logical and contiguous combinations of any other Network Element or Network Elements in order to permit MCIm to provide Telecommunications Services to its subscribers.

2.5 For each Network Element, NYNEX shall provide a demarcation point (e.g., at a POT which may include a DSX, LGX panel or a MDF) which will allow MCIm access to such Network Elements at the demarcation point, which MCIm agrees is suitable. However, where NYNEX provides combined Network Elements at MCIm's direction, no demarcation point is required between such contiguous Network Elements.

2.6 Charges in Attachment I are inclusive and no other charges apply, including but not limited to any other consideration for connecting any Network Element(s) with other Network Element(s).

2.7 This Attachment III describes the initial set of Network Elements which MCIm and NYNEX have identified as of the Effective Date of this Agreement.

Loop
Loop Distribution
Loop Feeder
Loop Concentrator/Multiplexer
NID
Local Switching
Operator Services
Common Transport
Dedicated Transport
Signaling Link Transport
Signaling Transfer Points
SCPs/Databases
Tandem Switching
Directory Assistance

MCIm and NYNEX agree that the Network Elements identified in this Attachment III are not all of the possible Network Elements.

MCIm may identify additional or revised Network Elements as necessary to provide Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements. MCIm may request such additional Network Elements in accordance with the Bona Fide Request Process described in Section 18 of Part A of this Agreement. Additionally, if NYNEX provides any Network Element that is not identified in this Agreement to itself, to its own subscribers, to a NYNEX Affiliate or to any other entity, NYNEX shall make available the same Network Element to MCIm on terms and conditions no less favorable to MCIm than those provided to itself or any other party.

2.8 NYNEX and MCIm recognize that unbundled Network Elements must only be made available to requesting Telecommunications Carriers to the extent required by Section 251(d)(2) of the Act. Notwithstanding the foregoing, if either Party makes unbundled Network Elements other than those contained in this Agreement or those contained in this Agreement on more favorable terms and conditions to customers or other parties who are not Telecommunications Carriers, such other Network Elements or more favorable terms and conditions will be available to the other Party.

Section 3 **Standards for Network Elements**

3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references referenced in this Attachment III, as well as any performance or other requirements identified herein. In the event Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., ANSI) technical reference or a more recent version of such reference sets forth a different requirement, MCIm may elect, where technically feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement are in conflict, MCIm may, where a choice is technically and operationally feasible, request which requirement shall apply.

3.3 Each Network Element provided by NYNEX to MCIm shall be at least equal in the quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that NYNEX provides to itself, NYNEX's own subscribers, a NYNEX Affiliate or to any other entity.

3.3.1 NYNEX shall provide to MCIm, upon request, performance and other non-proprietary network data sufficient for MCIm to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, NYNEX shall make a good faith effort to cure any design, performance or other deficiency within ten (10) days and provide new data sufficient for MCIm to determine that such deficiencies have been cured. If such deficiency is not cured within said ten-day period, NYNEX shall use its best efforts to cure such deficiency as soon as possible thereafter.

3.3.1.1 NYNEX will bear the financial responsibility for demonstrating that Network Elements are being provided at parity.

3.3.2 NYNEX agrees to work cooperatively with MCIm to provide Network Elements to the extent technically feasible that will meet MCIm's needs in providing services to its subscribers.

3.4 Unless otherwise requested by MCIm, each Network Element and the connections between Network Elements provided by NYNEX to MCIm shall be made available to MCIm on an expedited basis, at any technically feasible point, that is equal to or better than the priorities that NYNEX provides to itself, NYNEX's own subscribers, a NYNEX Affiliate or any other entity.

Section 4 **Loop**

4.1 **Definition**

4.1.1 A Loop is an integrated element that functions as a transmission facility between a distribution frame cross-connect, or its equivalent, in a NYNEX central office or wire center, and the NID, which is usually located at a subscriber's premises. When NYNEX provides MCIm with an unbundled loop, MCIm will have exclusive use of this loop element. The link may be used to provide modes of transmission that include, but are not limited to two-wire and four-wire analog voice-grade transmission, and two-wire and four-wire transmission of ISDN, ADSL, HDSL, and DS1-level digital signals. A Loop may be composed of the following sub-components:

Loop Concentrator / Multiplexer
Loop Feeder
NID
Distribution

4.1.2 If NYNEX uses DLC systems to provide the local loop, NYNEX will make alternate arrangements if feasible, equal in quality, to permit MCIm to order an unbundled local loop (Link) at no additional cost to MCIm. These arrangements may, at NYNEX's option, include providing MCIm with copper facilities, universal DLC, or other technical alternatives appropriate for providing MCIm with access to an unbundled loop suitable for the specified application (e.g., 2W analog, 4W analog, ISDN, etc.).

4.2 MCIm may purchase from NYNEX on an unbundled basis (a) the Loop, and (b) any one or more of the four Loop subcomponents, namely: Loop Feeder, Loop Concentrator/Multiplexer, NID, and Loop Distribution. The Parties acknowledge that the Commission has determined that the provision of Loop Distribution, Loop Feeder, and Loop Concentrator/Multiplexer as unbundled Network Elements is technically feasible and agree that MCIm may purchase any such subcomponent from NYNEX pursuant to an appropriately specific Network Element Bona Fide Request. NYNEX shall evaluate and process any such request in accordance with the relevant and applicable standards and procedures set forth in Section 18 of Part A and shall develop a price for such subcomponents that covers all necessary and appropriate costs.

4.3 **[INTENTIONALLY LEFT BLANK]**

4.4 **Loop Components**

4.4.1 **Loop Concentrator/Multiplexer**

4.4.1.1 **Definition**:

4.4.1.1.1 The Loop Concentrator/Multiplexer is the Network Element that:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (iii) aggregates a specified number of signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversion.

4.4.1.1.2 The Loop Concentrator/Multiplexer function may be provided through a DLC system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

4.4.1.2 **Technical Requirements**

4.4.1.2.1 The Loop Concentrator/Multiplexer, if deployed, may be capable of performing its functions on the signals for the following services, including but not limited to (as needed by MCIm to provide end-to-end service capability to its subscriber):

4.4.1.2.1.1 two-wire and four-wire analog voice grade loops;

4.4.1.2.1.2 two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, or transmit ADSL, HDSL, and DS1-level signals; and

4.4.1.2.1.3 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$).

4.4.1.2.2 The Loop Concentrator/Multiplexer may be capable of performing the following functions as appropriate and within the functions and capabilities of the equipment deployed in the NYNEX network at that location:

4.4.1.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

4.4.1.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1, DS3, or optical SONET rates) for transport to the NYNEX central office through the Loop Feeder; and

4.4.1.2.2.3 Concentration of end-user subscriber signals onto fewer channels of a Loop Feeder. To the extent future unbundling may involve "concentration," NYNEX and MCIm will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.

4.4.1.2.3 When and if NYNEX provides loop concentrator/multiplexor unbundling, NYNEX shall provide power for the Loop Concentrator /Multiplexer, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office unless otherwise mutually agreed upon by the Parties. Such power shall also adhere to the requirements stated herein, to the extent technically feasible in deployed equipment and facilities.

4.4.1.2.4 The Loop Concentrator/Multiplexer shall be provided to MCIm in accordance with the relevant sections of the Technical References listed in Section 18.2.1 of this Attachment.

4.4.1.3 **Requirements for an Intelligent Loop Concentrator/ Multiplexer**

4.4.1.3.1 In addition to the basic functions described above for the Loop Concentrator/Multiplexer, the IC/M, if installed, will typically provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate.

4.4.1.3.2 The underlying equipment that provides such IC/M function shall continuously monitor protected circuit packs and redundant common equipment.

4.4.1.3.3 The underlying equipment that provides such IC/M function shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

4.4.1.3.4 The underlying equipment that provides such IC/M function shall be equipped with a redundant power supply or a battery back-up.

4.4.1.3.5 NYNEX shall provide MCIm, for an appropriate price, real time performance and alarm data on IC/M that may affect MCIm's traffic, if and when technically feasible to partition such data for MCIm.

4.4.1.3.6 At MCIm's option, NYNEX shall provide MCIm with real time ability to initiate non service-affecting tests on the underlying device that provides such IC/M function.

4.4.1.4 **Interface Requirements**

4.4.1.4.1 The Loop Concentrator/Multiplexer shall meet the following interface requirements, as appropriate for the configuration similarly deployed in NYNEX's network if provided in response to a specific MCIm request.

4.4.1.4.2 The Loop Concentrator/Multiplexer shall provide an analog voice frequency copper twisted pair interface at the serving wire center, as described in the references in Section 4.4.1.2.4.

4.4.1.4.3 The Loop Concentrator/Multiplexer shall if technically feasible and to the extent deployed in the NYNEX network provide digital 4-wire electrical interfaces at the serving wire center, as described in the references in Section 18.2.1.

4.4.1.4.4 The Loop Concentrator/Multiplexer shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, N as described in the references in Section 18.2.1, if the equipment deployed is capable of providing such interfaces.

4.4.1.4.5 If technically feasible and deployed in the NYNEX network at the requested location, the Loop Concentrator/Multiplexer shall provide a DS1 interface that complies with the Bellcore TR-303 interface specifications to MCIm's IP at the serving wire center. If technically feasible, the Loop Concentrator/ Multiplexer shall provide Bellcore TR-08 modes 1&2 DS1 interfaces when requested by MCIm. Such interface requirements are specified in the references in Section 18.2.1.

4.4.1.5 The Intelligent Loop Concentrator/Multiplexer shall, if provided to MCIm or used by NYNEX in conjunction with the provision of unbundled Loops to MCIm, be supplied in accordance with the Technical References set forth in Section 18.2.1.

4.4.2 **Loop Feeder**

4.4.2.1 **Definition**:

4.4.2.1.1 The Loop Feeder is the Network Element that will provide connectivity between: (i) a FDI associated with Loop Distribution

and a termination point appropriate for the media in a central office; or (ii) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a central office. NYNEX shall provide MCIm physical access to the FDI, and the right to connect the Loop Feeder to the FDI in response to a specific MCIm request if technically feasible.

4.4.2.1.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies as deployed in the NYNEX network and suitable to meet the requirements requested by MCIm. In certain cases, MCIm will desire a copper twisted pair loop even in instances where the medium of the Loop Feeder for services that NYNEX offers is other than a copper facility. If such facilities are deployed and technically feasible to provide, NYNEX will make them available to MCIm.

4.4.2.2 **Requirements for Loop Feeder**

4.4.2.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, and in some deployments may be capable of supporting the transmission of BRI, digital data, or analog radio frequency signals as appropriate.

4.4.2.2.2 If technically feasible and specific Loop Feeder elements requiring powering are deployed in NYNEX's network, NYNEX shall provide appropriate power for all active elements in the Loop Feeder. NYNEX will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and battery back-up (typically providing eight (8) hours battery protection) when the equipment is located in an outside plant (RT).

4.4.2.3 **Additional Requirements for Special Copper Loop Feeder Medium**

In addition to requirements set forth in Section 4.2 above, MCIm may request NYNEX to provide unbundled loop feeder in an area where copper twisted pair Loop Feeder is deployed. If technically feasible to unbundle, loop feeder will be provided as equipped (i.e., if they are loaded facilities, then as unbundled H88 Loop Feeder). Upon specific request, if technically feasible NYNEX will provide unbundled Loop Feeder which is unfettered by any intervening equipment (e.g., filters, load coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment at the ends. MCIm

will bear the cost NYNEX would incur for deloading/providing premium conditioning of unbundled Loop Feeder.

4.4.2.4 **Additional Technical Requirements for the Unbundling of DS1 Conditioned Loop Feeder**

In addition to the requirements set forth in Section 4.4.2.2 above, MCIm may request that the Loop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the references below in Section 18.3. If technically feasible to provide, NYNEX will unbundle Conditioned Loop Feeder in response to a specific MCIm request.

4.4.2.5 ***Additional Technical Requirements for Optical Loop Feeder***

In addition to the requirements set forth in Section 4.4.2.2 above, MCIm may request unbundling of Loop Feeder in deployed applications in the NYNEX network which will transport DS3 and OCn (where n is defined in the technical reference in Section 18.3.) The requirements for such transport are set forth in Section 18.9.

4.4.2.6 NYNEX shall offer unbundled Loop Feeder when technically feasible based on the deployed facilities and equipment and in accordance with the relevant requirements set forth in the following *Technical References in Section* 18.3.

4.4.2.7 **Interface Requirements**

4.4.2.7.1 If MCIm desires access to unbundled Loop Feeder in a NYNEX Central Office, the Loop Feeder POT within a NYNEX central office will be as follows:

4.4.2.7.1.1 Copper twisted pairs shall terminate on a metallic facility POT bay.

4.4.2.7.1.2 *DS1 Loop Feeder shall terminate on a suitably* equipped DSX-1 POT bay.

4.4.2.7.1.3 Fiber Optic cable shall terminate on a LGX POT bay.

4.4.2.7.2 Depending on the type of Loop Feeder equipment and facilities deployed in the NYNEX network at the requested location, the Loop Feeder shall be provisioned in accordance with the

relevant and applicable interface requirements set forth in the technical references listed in Section 18.3.

4.4.3 **NID**

4.4.3.1 **Definition**:

4.4.3.1.1 The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network termination for the loop, provide voltage overload protection to ground, provide a termination for an optional 1/2 ringer used for testing purposes, provide proper signal termination, and provide a point of termination and connection for a customer's "inside" wiring. The modern NID features two chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the subscriber each make their connections.

4.4.3.1.2 MCIm may connect its NID to NYNEX's NID.

4.4.3.1.3 With respect to multiple-line termination devices, MCIm shall specify the quantity of unbundled line terminations it requires within such device.

4.4.3.1.4 Figure 1 shows a logical representation of a typical NID.

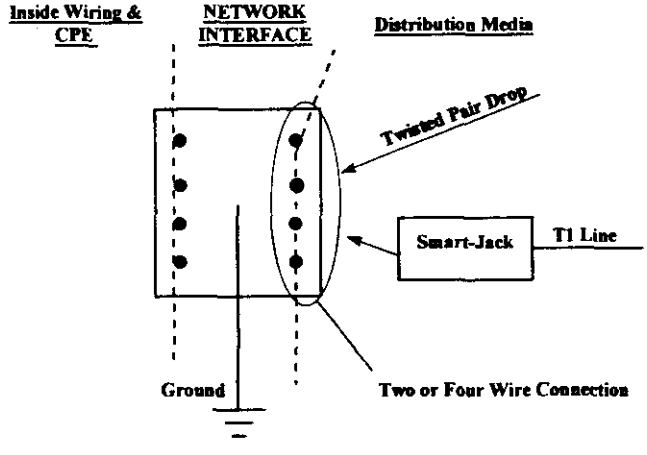

Figure 1 - Network Interface Device - Logical View

4.4.3.2 **Technical Requirements**

4.4.3.2.1 The technical requirements set forth in Section 18.4 shall apply to the NID.

4.4.3.2.2 The unbundled NID shall provide an accessible point of connection for the inside wiring and for the Distribution Media and/or cross connect to MCIm's NID and shall maintain a connection to ground that meets the requirements set forth below.

4.4.3.2.3 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to MCIm's NID.

4.4.3.2.4 All NID posts or connecting points shall be in place, secure, usable and free of any transmission impairing rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of ground impairing rust or corrosion and have continuity relative to ground.

4.4.3.2.5 The unbundled NID shall be capable of withstanding all normal local environmental variations.

4.4.3.2.6 Where the unbundled NID is not located in a larger, secure cabinet or closet, the NID shall be protected from physical vandalism in the same manner that a NID would be protected in conjunction with a retail service provided by NYNEX at that customer's location. The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.

4.4.3.2.7 NYNEX shall offer the NID together with unbundled local Loops, and separately from the Distribution Media component of Loop Distribution.

4.4.3.3 **Interface Requirements**

4.4.3.3.1 The NID shall be the interface to subscribers' premises wiring for all loop technologies.

4.4.3.3.2 The unbundled NID shall be deployed, depending on vintage, in accordance with the relevant and applicable industry

standards for NIDs as set forth in the technical references in Section 18.4.

4.4.3.3.3 NYNEX will provide MCIm with unbundled NIDs and NIDs associated with unbundled Loops in parity with NYNEX's provision of NIDs in connection with its own retail services.

4.4.4 Distribution

4.4.4.1 **Definition:**

4.4.4.1.1 Distribution provides connectivity between the NID component of Loop Distribution and the terminal block on the subscriber-side of a FDI. The FDI is a device that terminates the Distribution Media and the Loop Feeder, and may cross-connect them in order to provide a continuous transmission path between the NID and a telephone company central office. There are three basic types of feeder-distribution connection: (i) multiple (splicing of multiple distribution pairs onto one feeder pair); (ii) dedicated ("home run"); and (iii) interfaced ("cross-connected"). While older plant uses multiple and dedicated approaches, newer plant and all plant that uses DLC or other pair-gain technology necessarily uses the interfaced approach. The FDI in the interfaced design typically makes use of a manual connection or cross-connection, typically housed inside an outside plant device ("green box") or in a vault or manhole.

4.4.4.1.2 The Distribution may be copper twisted pair, coax cable, single or multi-mode fiber optic cable or other technologies. A combination that includes two or more of these media may also be possible. In certain cases, MCIm may request unbundled copper twisted pair Distribution in instances where the Distribution for services that NYNEX offers is other than a copper facility. In such situations, unbundling at loop distribution even if feasible will be done at MCIm's request, and NYNEX will not be responsible for the performance of such combinations regardless of the intended use.

4.4.4.1.3 NYNEX will provide loop distribution if technically feasible in response to specific MCIm requests for such access.

4.4.4.2 **Requirements for All Distribution**

4.4.4.2.1 Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by MCIm):

4.4.4.2.1.1 Two-wire and four-wire analog voice grade loops; and

4.4.4.2.1.2 Two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, or transmit ADSL, HDSL, and DS1-level signals. If available facilities are not so capable, NYNEX will endeavor to make them so capable at MCIm's behest and MCIm will be responsible to reimburse NYNEX for such costs as would be incurred.

4.4.4.2.2 Distribution shall transmit all signaling messages or tones. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

4.4.4.2.3 NYNEX shall support functions associated with provisioning, maintenance and testing of the unbundled Distribution itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which Distribution is associated.

4.4.4.2.4 Where possible, NYNEX shall provide performance monitoring of the Distribution itself, as well as provide necessary access for performance monitoring for Network Elements to which Distribution is associated.

4.4.4.2.5 Unbundled Distribution, if technically feasible, shall be provided in conformance with the relevant and applicable requirements set forth in Section 18.5.

4.4.4.2.6 NYNEX shall provide MCIm with physical access to, and the right to connect to, the FDI in conjunction with unbundled Distribution.

4.4.4.2.7 NYNEX shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where such Distribution is requested without the NYNEX NID, MCIm will provide a suitable NID meeting in accordance with the relevant and applicable standards listed in Section 18.6.

4.4.4.3 **Additional Requirements for Special Copper Distribution**

In addition to Distribution that supports the requirements in Section 4.4.4.2 above, MCIm may request that unbundled Distribution be provided as copper twisted pairs which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that MCIm can use these loops for a variety of services by attaching appropriate terminal equipment at the ends. Upon MCIm's request, NYNEX will provide unbundled copper Distribution with special conditioning to meet MCIm's desired parameters if technically feasible.

4.4.4.4 **Additional Requirements for Fiber Distribution**

When unbundled fiber optic cable Distribution is deployed, if technically feasible, it will be unbundled in a manner to support transmitting signals for the following services in addition to the ones under Section 4.4.4.2.1 above:

4.4.4.4.1 DS3 rate private line service;

4.4.4.4.2 Optical SONET OCn rate private lines (where n is defined in the technical reference in Section 18.6); and

4.4.4.4.3 Analog Radio Frequency based services (e.g., CATV).

4.4.4.5 **Additional Requirements for Coaxial Cable Distribution**

If deployed in the NYNEX network and technically feasible to unbundle in response to an MCIm specific request, unbundled Coaxial Cable (coax) Distribution shall be provided in a manner capable of transmitting signals for the following services in addition to the ones under Section 4.4.4.2.1 above:

4.4.4.5.1 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mb/s and 45 Mb/s; and

4.4.4.5.2 Analog Radio Frequency based services (e.g., CATV).

4.4.4.6 **Interface Requirements**

4.4.4.6.1 Signal transfers between the Distribution and the NID and an adjacent Network Element shall have levels of degradation that are within the applicable and relevant performance requirements set forth in Sections 18.4 and 18.5 or at a minimum provided on an unbundled basis in parity with NYNEX's own distribution facility operations.

4.4.4.6.2 Distribution shall be provided on an unbundled basis if technically feasible in conformance with the relevant and applicable interface requirements set forth in the technical references in Sections 18.4 through 18.6.

Section 5 **[INTENTIONALLY LEFT BLANK]**

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Section 7 Local Switching

7.1 **Definition**:

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the MDF or DSX panel to a desired line or trunk appearance on the Local Switch. MCIm shall define the routing plan that will be used by their end users for each switching entity in which unbundled Local Switching will be provided. NYNEX will implement, where it is technically feasible to do so, that dialing plan and any associated dedicated trunking needed to support the introduction of their retail services on that unbundled switching network element. Such functionality shall include all of the features, functions, and capabilities that NYNEX has purchased and deployed in the underlying NYNEX switch that is providing such Local Switching function, including, but not limited to: line signaling, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex-like features, ACD, Carrier pre-subscription (e.g., long distance carrier, intraLATA toll as deployed), CIC portability capabilities, Number Portability for their lines, testing and other operational features inherent to the switch and switch software. Local Switching also provides access to transport, signaling (ISUP and TCAP) and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services and AIN where deployed in the NYNEX network. Remote Switching Module functionality is included in the Local Switching function. Local Switching shall also be capable of routing local, intraLATA, and interLATA call features (e.g., call forwarding) and Centrex capabilities.

7.1.2 Local Switching, including the ability to route to MCIm's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Common Transport, and Dedicated Transport.

7.2. **Technical Requirements**

7.2.1 Local Switching shall be provided in accordance with the relevant and applicable requirements for Local Switching set forth in Section 18.7.

7.2.1.1 NYNEX shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.2 NYNEX shall route calls on a per line or per screening class basis to (i) NYNEX platforms providing Network Elements or additional requirements, (ii) MCIm designated platforms, or (iii) third-party platforms with appropriate authorization.

7.2.1.3 NYNEX shall provide recorded announcements as designated by MCIm and standard call progress tones to alert callers of call progress and disposition.

7.2.1.4 NYNEX shall change a subscriber from NYNEX's services to MCIm's services without loss of feature functionality if MCIm purchases such feature functionality.

7.2.1.5 NYNEX shall perform routine testing (e.g., LIT and trunk transmission test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule in parity with NYNEX's own testing operations. Where MCIm requires a unique schedule for such testing, NYNEX, where it is technically feasible to do so and will not interfere with other carriers' use of the same capabilities, handle such requests on a Bona Fide Request basis.

7.2.1.6 NYNEX shall repair and restore any equipment or any other maintainable component of unbundled Local Switching that may adversely impact MCIm's use of its capabilities and functionality.

7.2.1.7 NYNEX is responsible for the network management and control functions for its network. It will respond to network abnormalities, such as mass calling events using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or NYNEX.

7.2.1.8 NYNEX shall perform manual call trace as requested by MCIm and permit subscriber originated call trace.

7.2.1.9 NYNEX shall record all billable events, involving usage of the element where technically feasible, and will send the appropriate recorded data to MCIm as outlined in Attachment VIII.

7.2.1.10 For Switching used as 911 Tandems, NYNEX shall allow interconnection from MCIm local switching elements and NYNEX shall route the calls to the appropriate PSAP.

7.2.1.11 Where technically feasible and where NYNEX provides the following special treatments, it shall provide to MCIm unbundled switching with operational parity to enable MCIm to characterize its customers' lines as:

7.2.1.11.1 Essential Service Lines.

7.2.1.11.2 Telephone Service Prioritization.

7.2.1.11.3 Related services for handicapped.

7.2.1.11.4 Soft dial tone where required by law. Where NYNEX provides soft dial tone, it shall do so on a competitively-neutral basis.

7.2.1.11.5 Any other service required by law or regulation.

7.2.1.12 Where technically feasible NYNEX shall provide SSP capabilities and signaling software to interconnect the signaling links destined to the STPs. In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as described in the Section 14 of this Attachment. These capabilities shall adhere to the relevant and applicable Bellcore specifications listed in Section 18.7.

7.2.1.13 Where it has deployed such equipment, NYNEX shall provide interfaces from unbundled switching elements where technically feasible to adjuncts through interfaces that meet appropriate and relevant industry standard and Bellcore interfaces. These adjuncts can include, but are not limited to, Service Node, Service Circuit Node, and Automatic Call Distributors. Examples of existing interfaces are ANSI ISDN standards Q.931 and Q.932.

7.2.1.14 NYNEX shall provide available performance data regarding an MCIm subscriber's line, traffic characteristics or other measurable elements of unbundled switching to MCIm, upon MCIm's request.

7.2.1.15 NYNEX shall offer all Local Switching features that are technically feasible, deployed and installed in the given switch, and provide feature offerings at parity to those provided by NYNEX to itself or

any other party. Such feature offerings shall include, but are not limited to:

7.2.1.15.1 BRI and PRI Switching;

7.2.1.15.2 Residential features;

7.2.1.15.3 CLASS/LASS;

7.2.1.15.4 Custom Calling Features;

7.2.1.15.5 Centrex (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.1.15.6 If technically feasible and installed, AIN triggers supporting MCIm, and NYNEX service applications, in NYNEX's SCPs. NYNEX shall offer to MCIm all AIN triggers currently available to NYNEX for offering AIN-based services in accordance with the applicable technical references:

7.2.1.15.6.1 Off-Hook Immediate;

7.2.1.15.6.2 Off-Hook Delay;

7.2.1.15.6.3 Private EAMF Trunk: If MCIm (1) requests the use of this trigger, including the switch locations for its use; (2) pays the cost of this trigger including the software, hardware and installation costs; and (3) negotiates with NYNEX for the specific locations and expected time frames for the implementation of this trigger.

7.2.1.15.6.4 Shared Interoffice Trunk (EAMF, SS7);

7.2.1.15.6.5 Termination Attempt;

7.2.1.15.6.6 3/6/10;

7.2.1.15.6.7 N11;

7.2.1.15.6.8 Feature Code Dialing; and

7.2.1.15.6.9 Custom Dialing Plan(s), including 555 services.

7.2.1.16 NYNEX shall assign each MCIm subscriber line to the appropriate routing plan designated by MCIm (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from MCIm subscribers, where technically feasible, as directed by MCIm at MCIm's option. This includes each of the following call types:

7.2.1.16.1 O+/O- calls;

7.2.1.16.2 911 calls;

7.2.1.16.3 411/DA calls;

7.2.1.16.4 InterLATA calls specific to PIC or regardless of PIC;

7.2.1.16.5 IntraLATA calls specific to PIC or regardless of PIC to the extent feasible and as installed in the given switch;

7.2.1.16.6 800/888 calls, prior to database query;

7.1.2.16.7 Call forwarding of any type supported on the switch, to a line or a trunk; and

7.1.2.16.8 Any other customized routing that may be supported by the NYNEX switch.

7.2.1.17 NYNEX shall assign each MCIm subscriber line the appropriate routing plan designated by MCIm (e.g., using line class codes or other switch specific provisioning methods) and shall route where technically feasible operator calls from MCIm subscribers as directed by MCIm at MCIm's option. For example, NYNEX may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an MCIm OSPS. Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.18 If an MCIm subscriber subscribes to MCIm provided voice mail and messaging services, NYNEX shall redirect incoming calls to the MCIm system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, NYNEX shall provide a SMDI-E interface to the MCIm system in a non-discriminatory manner. NYNEX shall support the IVMS capability wherever feasible and where such switch capability is deployed.

7.2.1.19 Local Switching shall be offered in accordance with the requirements of the technical references listed in Section 18.7 to the extent feasible and compliant AIN is deployed in the NYNEX network.

7.2.2 **Interface Requirements:**

7.2.2.1 NYNEX shall provide the following interfaces to loops if technically feasible and deployed in the NYNEX Network:

7.2.2.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.2.2.1.2 Coin phone signaling;

7.2.2.1.3 Basic Rate Interface ISDN adhering to CCITT Recommendations Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.1.4 Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.2.2.1.5 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.2.2.1.6 Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems);

7.2.2.1.7 PRI to PBX adhering to CCITT Recommendations Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.1.9 Line ports adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect DLCs.

7.2.2.2 NYNEX shall provide access to the following, but not limited to:

7.2.2.2.1 SS7 Signaling Network or MF trunking if requested by MCIm;

7.2.2.2.2 Interface to MCIm operator services systems or Operator Services, where technically feasible, through appropriate trunk interconnections for the system; and

7.2.2.2.3 Interface, where technically feasible, to MCIm directory assistance services through the MCIm switched network or to Directory Services through the appropriate trunk interconnections